

1  
2  
3 **UNITED STATES DISTRICT COURT**  
4 **CENTRAL DISTRICT OF CALIFORNIA**

5 THE INSURANCE COMPANY OF  
6 THE STATE OF PENNSYLVANIA,

7 Plaintiff,

8 v.

9 7 STAR LOGISTICS, INC., et al.,

10 Defendants.

11  
12 7 STAR LOGISTICS, INC., et al.,

13 Third-Party Plaintiff,

14 v.

15  
16 MERCER INSURANCE  
17 COMPANY, et al.,

18 Third-Party Defendants.

19  
20 TT CLUB MUTUAL INSURANCE  
21 LTD,

22 Plaintiff in Intervention,

23 v.

24 MERCER INSURANCE COMPANY,

25 Defendant in Intervention.

Case No. 2:22-cv-03067-SPG(ASx)

Judge Sherilyn Peace Garnett  
Magistrate Judge Alka Sagar

**PROTECTIVE ORDER**

26 1. A. PURPOSES AND LIMITATIONS

27  
28 Discovery in this action is likely to involve production of confidential,

1 proprietary, or private information for which special protection from public disclosure  
2 and from use for any purpose other than prosecuting this litigation may be warranted.  
3 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
4 following Amended Stipulated Protective Order. The parties acknowledge that this  
5 order does not confer blanket protections on all disclosures or responses to discovery  
6 and that the protection it affords from public disclosure and use extends only to the  
7 limited information or items that are entitled to confidential treatment under the  
8 applicable legal principles. The parties further acknowledge, as set forth in Section  
9 12.3, below, that this Stipulated Protective Order does not entitle them to file  
10 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
11 that must be followed and the standards that will be applied when a party seeks  
12 permission from the court to file material under seal.

#### 13 B. GOOD CAUSE STATEMENT

14  
15 This action will involve the disclosure of the Settlement Agreement entered  
16 into the actions, *Miranda v. 7 Star Logistics, Inc., et al.*, Los Angeles Superior Court,  
17 Case No. 19STCV02649, and *Leslie Miranda, et al. v. 7 Star Logistics, Inc., et al.*,  
18 Los Angeles Superior Court, Case No. 20STCV36571 (collectively, the “*Miranda*  
19 actions”), which includes a confidentiality clause that protects it from disclosure in  
20 various circumstances, including disclosure to certain parties to this action.  
21 Accordingly, to adequately protect the Settlement Agreement, the Parties are entitled  
22 to keep it confidential and thus a protective order for the Settlement Agreement is  
23 justified in this matter. This action may further involve the disclosure of confidential  
24 financial information, proprietary corporate information, and/or personal identifying  
25 information of the Parties to this and/or the underlying action, and/or third-parties. It  
26 is the intent of the Parties that this information will not be designated as confidential  
27 for tactical reasons and that nothing be so designated without a good faith belief that  
28 it has been maintained in a confidential, non-public manner, and there is good cause

why it should not be a part of the public record of this case.

2. DEFINITIONS

2.1 Action: *The Insurance Company of the State of Pennsylvania v. 7 Star Logistics, et al.*, U.S. District Court for the Central District of California, Case No. 2:22-cv-03067-SPG-AS.

2.2 Challenging Party: a Party or Non-party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”.

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other  
3 outside counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this Action.  
6

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action  
9 and have appeared in this Action on behalf of that party or are affiliated with  
10 a law firm which has appeared on behalf of that party, and includes support  
11 staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record  
14 (and their support staffs).  
15

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or  
21 medium) and their employees and subcontractors.  
22

23 2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL”.

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.  
27  
28

1           3. SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or extracted  
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6 or their Counsel that might reveal Protected Material.  
7

8           Any use of Protected Material at trial shall be governed by the orders of the  
9 trial judge. This Order does not govern the use of the Protected Material at trial.  
10

11           4. DURATION

12           Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees  
14 otherwise in writing or a court order otherwise directs. Final disposition shall be  
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
16 or without prejudice; and (2) final judgment herein after the completion and  
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18 including the time limits for filing any motions or applications for extension of time  
19 pursuant to applicable law.  
20

21           5. DESIGNATING PROTECTED MATERIAL

22           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or Non-Party that designates information or items for protection under this  
24 Order must take care to limit any such designation to specific material that qualifies  
25 under the appropriate standards. The Designating Party must designate for protection  
26 only those parts of material, documents, items, or oral or written communications that  
27 qualify so that other portions of the material, documents, items, or communications  
28 for which protection is not warranted are not swept unjustifiably within the ambit of

1 this Order.

2  
3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating Party  
7 to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
13 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
14 Order must be clearly so designated before the material is disclosed or produced.  
15

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,  
18 but excluding transcripts of deposition or other pretrial or trial proceedings),  
19 that the Producing Party affix at a minimum, the legend  
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
21 that contains protected material. If only a portion or portions of the material  
22 on a page qualifies for protection, the Producing Party also must clearly  
23 identify the protected portion(s) (e.g., by making appropriate markings in  
24 the margins).  
25

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied or produced. During the inspection and before

1 the designation, all of the material made available for inspection shall be deemed  
 2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
 3 copied or produced, the Producing Party must determine which documents, or  
 4 portions thereof, qualify for protection under this Order. Then, before producing the  
 5 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
 6 to each page that contains Protected Material. If only a portion or portions of the  
 7 material on a page qualifies for protection, the Producing Party also must clearly  
 8 identify the protected portion(s) (e.g., by making appropriate markings in the  
 9 margins).

10 (b) for testimony given in depositions that the Designating Party identify the  
 11 Disclosure or Discovery Material on the record, before the close of the deposition all  
 12 protected testimony.

13 (c) for information produced in some form other than documentary and for any  
 14 other tangible items, that the Producing Party affix in a prominent place on the exterior  
 15 of the container or containers in which the information is stored the legend  
 16 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
 17 protection, the Producing Party, to the extent practicable, shall identify the protected  
 18 portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 20 designate qualified information or items does not, standing alone, waive the  
 21 Designating Party’s right to secure protection under this Order for such material.  
 22 Upon timely correction of a designation, the Receiving Party must make reasonable  
 23 efforts to assure that the material is treated in accordance with the provisions of this  
 24 Order.

## 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1           6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
2 of confidentiality at any time that is consistent with the Court's Scheduling Order.

3           6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute  
4 resolution process set forth in the Court's Procedures and Schedules. See  
5 <http://www.cacd.uscourts.gov/honorable-alka-sagar>  
6

7           6.3 The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing  
13 Party's designation until the Court rules on the challenge.

## 14           7. ACCESS TO AND USE OF PROTECTED MATERIAL 15

16           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a Receiving  
21 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

22           Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.  
25

26           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
27 ordered by the court or permitted in writing by the Designating Party, a Receiving  
28 Party may disclose any information or item designated "CONFIDENTIAL" only to:



1 (a) The Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this Action;  
6

7 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
8 is reasonably necessary for this Action and who have signed the "Acknowledgment  
9 and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury and trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
15  
16

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information.

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
22 not be permitted to keep any confidential information unless they sign the  
23 "Acknowledgement and Agreement to Be Bound" (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may be  
26 separately bound by the court reporter and may not be disclosed to anyone except as  
27 permitted under this Stipulated Protective Order; and  
28

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden or expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

#### 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

1 (a) The terms of this Order are applicable to information produced by a Non-  
 2 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 3 produced by Non-Parties in connection with this litigation is protected by the  
 4 remedies and relief provided by this Order. Nothing in these provisions should be  
 5 construed as prohibiting a Non-Party from seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to produce  
 7 a Non-Party’s confidential information in its possession, and the Party is subject to an  
 8 agreement with the Non-Party not to produce the Non-Party’s confidential  
 9 information, then the Party shall:

10  
 11 (1) promptly notify in writing the Requesting Party and the Non-Party that  
 12 some or all of the information requested is subject to a confidentiality agreement with  
 13 a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
 15 Order in this Action, the relevant discovery request(s), and a reasonably specific  
 16 description of the information requested; and

17  
 18 (3) make the information requested available for inspection by the Non-Party,  
 19 if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14  
 21 days of receiving the notice and accompanying information, the Receiving Party may  
 22 produce the Non-Party’s confidential information responsive to the discovery request.  
 23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
 24 any information in its possession or control that is subject to the confidentiality  
 25 agreement with the Non-Party before a determination by the court. Absent a court  
 26 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
 27 protection in this court of its Protected Material.  
 28

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Party that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to  
2 disclosing or producing any information or item on any ground not addressed in this  
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
4 ground to use in evidence of any of the material covered by this Protective Order.

5  
6 12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal is  
10 denied by the court, then the Receiving Party may file the information in the public  
11 record unless otherwise instructed by the court.

### 12 13. FINAL DISPOSITION

13  
14 After the final disposition of this Action, as defined in paragraph 4, within 60  
15 days of a written request by the Designating Party, each Receiving Party must return  
16 all Protected Material to the Producing Party or destroy such material. As used in this  
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
20 must submit a written certification to the Producing Party (and, if not the same person  
21 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
22 category, where appropriate) all the Protected Material that was returned or destroyed  
23 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
24 compilations, summaries or any other format reproducing or capturing any of the  
25 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
26 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
28 reports, attorney work product, and consultant and expert work product, even if such

1 materials contain Protected Material. Any such archival copies that contain or  
2 constitute Protected Material remain subject to this Protective Order as set forth in  
3 Section 4 (DURATION).

4 14. Any violation of this Order may be punished by any and all appropriate measures  
5 including, without limitation, contempt proceedings and/or monetary sanctions.  
6

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Dated: April 25, 2024

McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

2  
3  
4 Bv: /s/ Patrick Fredette  
Patrick Fredette  
5 Christopher Ryan  
6 Jennifer Nerone  
Attorneys for Plaintiff THE INSURANCE  
7 COMPANY OF THE STATE OF  
8 PENNSYLVANIA  
9

10 Dated: April 25, 2024

EACH LEGAL, PC

11  
12 Bv: /s/ Laura Each  
Laura Each  
13 Attorneys for 7 STAR LOGISTICS, INC.,  
14 THREE COUNTRIES LOGISTICS, INC.,  
15 MIGUEL RODRIGUEZ, and JORGE H.  
16 CRUZ

17 Dated: April 25, 2024

FORD WALKER HAGGERTY AND  
BEHAR

18  
19  
20 Bv: /s/ Aparajito Sen  
Aparajito Sen  
21 Attorneys for Defendant MERCER  
22 INSURANCE COMPANY  
23

24 Dated: April 25, 2024

COLLIER WALSH NAKAZAWA LLP

25  
26 Bv: /s/ Anusha Pillay  
27  
28

Anusha Pillay  
Alan Nakazawa  
Attorneys for Defendant/Cross-Complainant  
MEDITERRANEAN SHIPPING  
COMPANY, S.A. and Plaintiff-in-  
Intervention TT CLUB MUTUAL  
INSURANCE, LTD.

Dated: April 25, 2024

LONG & LEVIT LLP

Bv: /s/ Shane M. Cahill  
Shane M. Cahill  
Attorneys for Third Party Defendants  
EDGEWOOD PARTNERS INSURANCE  
COMPANY DBA EPIC INSURANCE  
BROKERS and CHRISTINA DEANNE  
BUSAM

FOR GOOD CAUSE SHOWN, IT IS ORDERED.

DATED: April 25, 2024

/ s / Sagar

Honorable Alka Sagar  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
[date] in the case of *The Insurance Company of the State of Pennsylvania v. 7 Star*  
*Logistics, et al.*, U.S. District Court for the Central District of California, Case  
No. 2:22-cv-03067-SPG(ASx). I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order. Date:

\_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_